

24.00

This instrument prepared by:
Flair Corporation
4647 Southwest 40th Avenue
Ocala, Florida 34474

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
FILE: 97103831
12/24/97 13:37
OR BOOK/PAGE: 2444/1602
MARION COUNTY



City of Ocala, Electric Utilities
Post Office Box 1270
Ocala, Florida 34478

Parcel ID # 2390-000-000 1005
2390-017-000 1005
2390-009-000 1005

EASEMENT
Flair Corporation

THIS EASEMENT, Made this day between FLAIR CORPORATION, their heirs, successors and assigns (*GRANTOR*), and the CITY OF OCALA, a municipal corporation, under the laws of the State of Florida, its successors, lessees and assigns (*GRANTEE*):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing and/or transmitting electric energy and for providing electric services and communication services: said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit: SEC. 34, TWP 15, RNG 21. Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

LEGAL DESCRIPTION:

The west 30 feet of the east 16 feet of easement parallel to lots 9, 10, 11 and 12 of Executive Park, Plat Book T, Page 11, 12 and 13. Said easement to be parallel and contiguous to the utilities easement shown on said plat of Executive Park.

The east 30 feet of the west 16 feet of easement parallel to lots 13, 15, 16, 17 and 18 of Executive Park, Plat Book T, Page 11, 12 and 13. Said easement to be parallel and contiguous to the utilities easement shown on said plat of Executive Park.

Easement to be 46 feet in width.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities: (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities: (c) the right for GRANTEE to clear the Easement Area of trees, limbs undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities: (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities: (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted: and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE'S safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another actually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers duly authorized by the Board of Directors this 7th day of November, 1997.

FLAIR CORPORATION

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by: *Lacy L. Hayes*
Lacy L. Hayes
President and Chief Executive Officer

Attest: *Richard O. Ellenburg*
Richard O. Ellenburg
Assistant Secretary

ACCEPTED BY CITY COUNCIL
December 23, 1997
DATE
OFFICE OF THE CITY CLERK *Daw*

Flair Corporation
4647 Southwest 40th Avenue
Ocala, Florida 34474

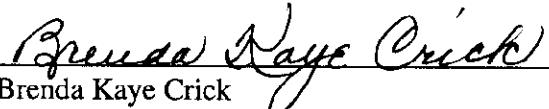
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STATE OF FLORIDA

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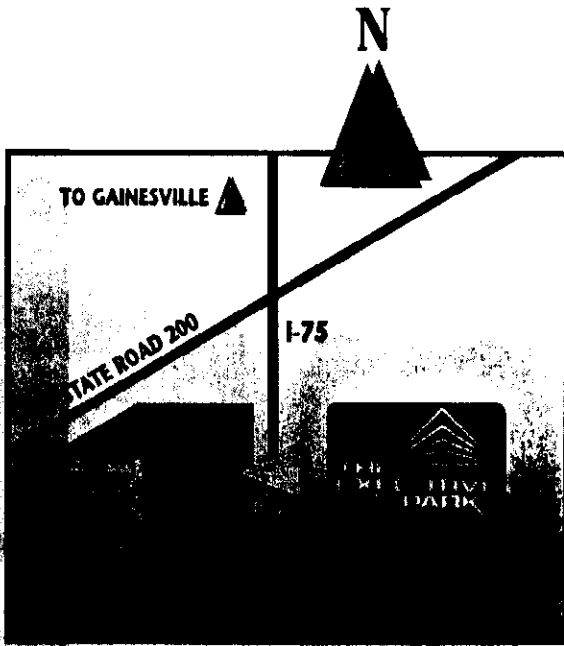
COUNTY OF MARION

The foregoing easement was acknowledged before me this 7th day of November by Lacy L. Hayes as President, and by Richard O. Ellenburg as Assistant Secretary, respectively of Flair Corporation of the State of Florida both being personally known to me and who did take an oath.



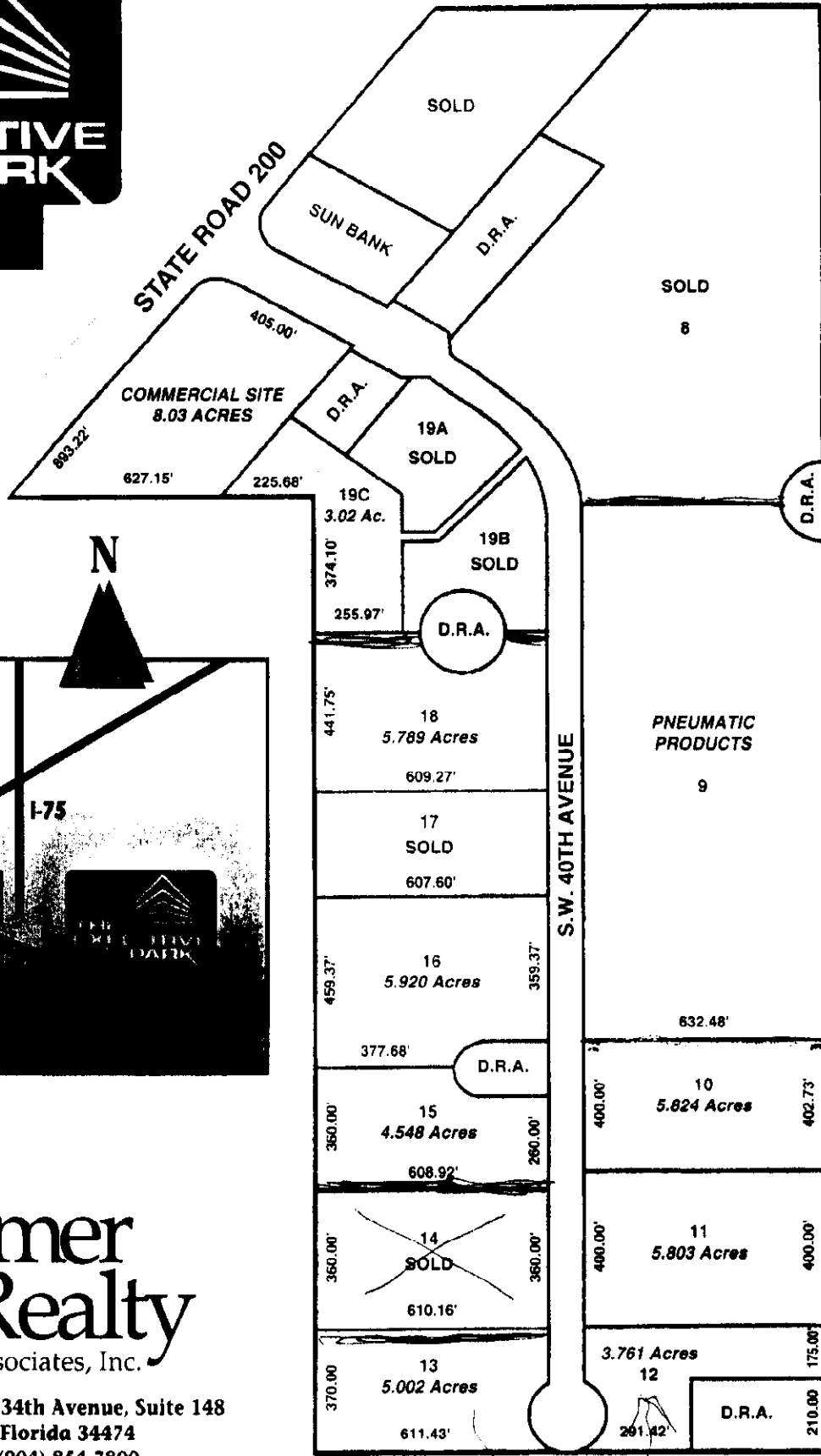
Brenda Kaye Crick
State of Florida Notary Public
My Commission Expires January 23, 2000
Bonded by Service Ins No. CC526755





Palmer Realty
Associates, Inc.

3300 Southwest 34th Avenue, Suite 148
Ocala, Florida 34474
Office: (904) 854-7800
Fax: (904) 237-0944



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